

Performance Work Statement (PWS) for
Catered Meals for the PRNG Language Center (LC), Fort Allen, Juana Diaz, PR
(01-28 Feb 17 IET)

1.0 General.

1.1 Scope. The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, in order to provide catered meals to the 201st RTI, located in Fort Allen Training Site, Juana Diaz, PR and Camp Santiago Training Center as defined in this PWS.

1.2 Background. The PRNG LC has a total of 42 soldiers to support among courses provided. Catered meals service contract supports a core function of the PRNG LC mission of the PRARNG. As per regulation AR 30-22, Para 3-37, Subsisting Personnel, In accordance with DOD 1338.10-M, Army appropriated fund dining facilities are established for the purpose of feeding enlisted Soldiers authorized Subsistence in Kind (SIK). Soldiers not authorized to receive Basic Allowance for Subsistence (BAS) are entitled to subsist without charge. No increase in resources will be made available when subsisting personnel other than SIK. Building # 209, located at Fort Allen Training Site in Juana Diaz, Puerto Rico, is a dining facility requiring modernization works in order to continue executing its intended mission. The 201ST Regional Training Institute (RTI) intends to issue a Request for Catered Meals necessary to provide and serve catered meals for the PRNG 201ST RTI courses support on Fort Allen, Juana Diaz, PR and Camp Santiago Training Center, TBD.

1.3 Period of Performance (PoP). The Period of Performance shall not exceed 31 days.

1.4 General Information.

1.4.1 Quality Control (QC). The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary. After acceptance of the QCP, the contractor shall obtain the Contracting Officer's (KO) acceptance in writing of any proposed changes to its QCP.

1.4.2 Quality Assurance (QA). The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance,

and acceptable quality level(s) (defect rate(s)).

1.4.3 Place and Performance of Services. The contractor shall provide deliver meals to Bldg. 231 (Dome), Fort Allen, Juana Diaz and Camp Santiago Training Center, as per training schedule during the following periods:

Monday-Sunday Serving Periods:

Serving Hours	0600 – 0730 Breakfast
Serving Hours	1130 – 1300 Lunch
Serving Hours	1630 – 1800 Dinner

Servings are Mondays thru Sundays, except when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. The contractor, shall at all times, maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential. The Government reserves the right to adjust the timelines established above based on operational needs.

1.4.4 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.5 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.4.6 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes. Each contractor employee shall fill in and submit to the COR a DD Form 369 – Police Record Check, and obtain Government approval prior to commencement of works.

1.4.7 COMSEC/IT Security. All communications with DOD organizations are subject to communications security (COMSEC) review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, the contractor is advised that any time contractor place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DOD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.8 Use of Government Information Systems (IS) and access to Government networks is a revocable privilege, not a right. This contract does not require use of Government Information systems.

1.4.9 Protection of Personally Identifiable Information (PII). The contractor shall protect all Personally Identifiable Information (PII) encountered in the performance of services in accordance with DFARS 224.103 and DoDD 5400.11, Department of Defense Privacy Program, and DoD 5400.11-R. If a PII breach results from the contractor's violation of the aforementioned policies, the contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals who's PII has been compromised.

1.4.10 AT Level 1 Awareness Training (AT). All contractor employees requiring access to Army Installations, facilities, and controlled access areas shall complete Level 1 AT within 5 calendar days after contract start date and within 5 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the POC, or to the KO if a POC is not assigned, within 5 calendar days after completion of training. Level 1 AT is available at <http://jko.jten.mil/courses/at11/launch.html>.

1.4.11 iWATCH Training. The contractor assigned with an area of performance within an Army- controlled installation, facilities or area shall brief all employees on the local iWATCH program. This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the POC or the KO. This training shall be completed within 5 calendar days of contract award and within 5 calendar days of new employees commencing performance. The contractor shall report completion for each affected contractor employee and subcontractor employee, to the POC, or to the KO if a POC is not assigned, within 5 calendar days after completion of training.

1.4.12 OPSEC Training. In accordance with AR 530-1, Operations Security, new contractor employees shall complete Level I OPSEC training within 5 calendar days of their reporting for duty and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee, to the POC, or to the KO if a POC is

not assigned, within 5 calendar days after completion of training. Level 1 OPSEC training is available at <http://cdsetrain.dtic.mil/opsec/>.

1.4.13 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.14 Key Control. This PWS does not require handling of keys.

1.5 Special Qualifications. The Government does not provide training to contractors. Contractors must ensure that any personnel performing under a contract are fully trained, licensed, certified and qualified to provide services. Contractor shall provide a copy of the Puerto Rico State Department of Health, Health Certificate.

1.6 Post Award Conference/Periodic Progress Meetings. The contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5. The KO, Contracting Officer's Representative (POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.7 Contract Manager (CM). The contractor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO within 3 calendar days after contract award. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the POC, (or the KO if a POC is not assigned), to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.8 Identification of Contractor Employees. All contractor personnel attending meetings, answering Government telephones and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government employees. The contractor shall ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities/ Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name,

employee name and the word “contractor” displayed. The contractor shall retrieve all identification media (including vehicle passes) from their employees who depart employment for any reason. All identification media (i.e., badges and vehicle passes shall be returned to the POC within the 5 days of an employee’s departure).

1.9 Combating Trafficking in Persons. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in any forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government’s zero tolerance policy, the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The Contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17. Contractor shall complete the following online training within 5 calendar days after contract award: Course number is N-US189-HB; available at: <http://jko.jten.mil>.

1.10 Contractor Travel: Not authorized on this PWS.

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership /copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. Provide a copy 5 calendar days after contract completion. This right does not abrogate any other Government rights.

1.11 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.0 Definitions and Acronyms.

2.1 Definitions.

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or services to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DELIVERABLE. Anything that can be physically delivered and includes non- manufactured things such as meeting minutes or reports.

2.1.5 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.6 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.7 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.8 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.9 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.10 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.11 WORK DAY. The number of hours per day the Contractor provides services

in accordance with the contract.

2.1.12 WORK WEEK. Monday through Sunday, unless specified otherwise.

2.2 Acronyms

AAR	After Action Report
AFARS	Army Federal Acquisition Regulation Supplement
ANG	Army National Guard
AR	Army Regulation
ATCTS	Army Training Certification Tracking System
AUP	Acceptable Use Policy
BBP	Better Business Practice
CDM	Concept Development Meeting
CFR	Code of Federal Regulations
CM	Contract Manager
CNGB	Chief National Guard Bureau
COMSEC	Communications Security
CONUS	Continental United States (excludes Alaska and
Hawaii) COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CUI	Controlled Unclassified Information
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FEMA	Federal Emergency Management Agency
FPCON	Force Protection Condition
FPM	Final Planning Meeting
FSRT	Fatality Search & Recovery Team
HQDA	Headquarter Department of Army
IA	Information Assurance
KO	Contracting Officer
LNO	Liaison Officer
MOA	Memorandum of Agreement
MPM	Mid-Planning Meeting
MSR	Monthly Status Report
NACI	National Agency Check Inquires
NGB	National Guard Bureau
NLT	Not Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States
ODC	Other Direct Costs

OPSEC	Operations Security
PCO	Procuring Contracting Officer
PII	Protection of Personally Identifiable Information
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SME	Subject Matter Experts
TAR	Travel Authorization Request
TE	Technical Exhibit
WWAF-RA	Wide Area Workflow-Receipt and Acceptance

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S). The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract.

3.1 Property: None.

3.2 Materials: None.

3.3 Equipment: None

3.4 Services: None.

3.5 Utilities: All utilities in the facility will be available for the contractor's use in the performance of this contract. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E).

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements.

5.1 The Contractor shall provide 2 days prior a menu for approval that includes breakfast, lunch and dinner, with a minimum, two meats, two starches, vegetables, salad with

dressings, drinks (water, juice/soda, coffee, tea, etc.) fruits and dessert.

5.2 Contractor shall be required to complete all planning, hiring, training of employees, supervision, labor, supplies and any other tasks necessary or required to provide in the safest, most nutritious, and appealing manner possible catered meals for the Puerto Rico National Guard (PRARNG). Meals will be delivered to building 209 located on Fort Allen Training Site, Juana Diaz, Puerto Rico and Camp Santiago Training Center, Salinas, as per training schedule. Contractor shall provide plates, cutlery (forks, spoons, and knives), napkins, cups, and ice.

5.3 The contractor shall provide the appropriate type and quantity of receptacles and or plastic bags necessary to collect and properly dispose of all solid waste generated by the food service operation.

5.4 The contractor must ensure all services are performed in a professional manner and in accordance with the highest industry standards for delivery of restaurant style meals. Unless the means or methods of performing a task are specified in this contract, the Contractor shall employ methods that are generally accepted, industry standards, and in compliance with Federal, State, and Army regulations as stated in AR 30-22. Contractor shall provide the PRARNG with standards of operation, management, and support services of the best quality available in the food service industry.

5.5 The contractor shall provide all subsistence items to include the appropriate type and quantity of utensils necessary to serve each Soldier an individual portion. All meal components shall arrive within the required temperature ranges (135°F or higher for hot items and 41°F or lower for cold items) and that chafing dishes, electric warmers, ice-chests or other appropriate equipment are available to hold food at proper temperatures until served contractor shall provide all subsistence items to include the appropriate type and quantity of utensils necessary to serve each Soldier an individual portion.

5.6 There is no authority for a caterer to use government furnished equipment or facility to prepare catered meals. When the command determines that the meals will be delivered, a "guarantee" clause will not be included in any contractual agreement. This means that only the total number of catered meals consumed by the Soldiers will be paid for by the unit. You cannot promise or guarantee the caterer that a specific number of meals will be sold.

5.7 Bulk containers will have labels indicating date, time, and temperature reading of the food item when it was placed in the container. Food that arrives below 135°F and cannot be reheated properly, cannot be served and must be discarded.

5.8 Chafing dishes and insulated ice chests are acceptable as long as they comply with food service industry standards as per TB MED 530 Tri-Service Code, 30 April 2014, AR 30-22 Army Food Program, 24 July 2012, DA PAM 30-22, 6 February 2007, and all applicable food safety and sanitation requirements.

5.9 FOOD SERVICE OPERATIONAL REQUIREMENTS

5.9.1 The contractor shall provide service during the following periods.

Serving Hours	0600 – 0730 Breakfast
Serving Hours	1130 – 1230 Lunch
Serving Hours	1630 – 1800 Dinner

5.9.2 The above times may be adjusted during the life of the contract as approved by the POC and/or the Contracting Officer.

5.10 BASIC MENU PATTERN

5.10.1 Contractor's emphasis shall be to provide a well-balanced, health conscious, nutritious diet, with a reasonable amount of variety.

5.11 SPECIAL REQUIREMENTS

5.11.1 **HAIR and HAIR RESTRAINTS** All food service personnel entering or working in food preparation, serving areas or attendant service areas shall wear hairnets or other effective hair restraints. Personnel with facial hair that cannot be adequately restrained shall be prohibited from food service operations. All hair restraints shall be kept clean. The standards of dress for contractor personnel shall conform to TB Med 530 for food establishments.

5.11.2 No jewelry shall be used during serving of meals. Exception apply as follow: With the exception of plain wedding bands, food service contracted personnel shall not wear jewelry while performing food service operations for the PRNG. The wearing of medical alert bracelets or necklaces is authorized.

6.0 REFERENCES

6.0 The contractor shall be familiar and comply with the applicable regulations as follows:

6.0.1 Technical Bulletin (Med) 530 (TB MED 530), Tri-Service Food, 30 April 2014 Code, <http://armypubs.army.mil/>

6.0.2 Army Regulation 30-22 (AR 30-22), Army Food Program, dated 24 July 2012, <http://armypubs.army.mil/>

6.0.3 Department of the Army Pamphlet 30-22 (DA PAM 30-22), Food Program Operating Procedures for the Army Food Program, dated 6 February 2007, <http://armypubs.army.mil/>

6.0.4 Army Regulation 40-25 (AR 40-25), Medical Services Nutrition Standards and Education, dated 15 June 2001,
http://armypubs.army.mil/epubs/pdf/r40_25.pdf

6.0.5 Army Tactics, Techniques, and Procedures No. 4-41 (ATP 4-41), Army Field Feeding and Class I Operations, dated 31 December 2015,
http://armypubs.army.mil/doctrine/DR_pubs/DR_a/pdf/attp4_41.pdf

6.0.6 Training Manual 4-41.11 (TM 4-41.11), Dining Facility Operations, dated 23 April 2012,
http://dmna.ny.gov/foodservice/docs/references/tm4_41x11.pdf.

6.0.7 Training Manual 4-41.12 (TM 4-41.12), Food Program Operations, dated 23 April 2012,
http://dmna.ny.gov/foodservice/docs/references/tm4_41x11.pdf.

6.0.8 Armed Forces Recipe Service Cards (TM 10-412) found at The Quartermaster Website:
http://www.quartermaster.army.mil/jccoe/publications/food_links.html.
<http://www.quartermaster.army.mil/jccoe/publications/recipes/cover.pdf>

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
AR 190-13	25 February 2011	Mandatory	
AR 190-11	5 September 2013	Mandatory	
ATP 5-19	14 April 2014	Mandatory	
UFC 4-010-01	9 February 2012	Mandatory	
UFC 4-020-01	11 September 2008	Mandatory	